

**LEE M. PERLMAN**  
**ATTORNEY AT LAW**  
**1926 Greentree Rd, Suite 100**  
**Cherry Hill, NJ 08003**  
**(856) 751-4224**  
**ATTORNEY FOR PLAINTIFF, LORAYNE RIHAN**

LORAYNE RIHAN  
Debtor

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY  
CASE NO.: 10-42526-RTL

LORAYNE RIHAN  
aka LORAYNE KITCHELL  
Debtor/Plaintiff

AP NO.:

## ADVERSARY COMPLAINT

MILSTEAD & ASSOCIATES, LLC  
&  
BAC HOME LOANS SERVICING, LP  
&  
COUNTRYWIDE HOME LOANS, INC.  
&  
MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC

Defendants

## I. INTRODUCTION

1. This action is also filed to enforce and to implement other provisions of the United States Bankruptcy Code and Rules related thereto.

## II. JURISDICTION

2. The Plaintiff filed a Chapter 7 case on October 20, 2010, and converted to a Chapter 13 case on April 8, 2011. This Court has jurisdiction over the adversary proceeding pursuant to 28 U.S.C. § 157 and 1334. This adversary proceeding is a core proceeding. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d), 28

U.S.C. § 1337, and supplemental jurisdiction exists for state law claims pursuant to 28 U.S.C. § 1367.

### III. PARTIES

3. The Plaintiff is a natural person residing at 23 Leland Street, Browns Mills, NJ 08015.
4. The Defendant, Milstead & Associates, LLC (hereafter “Milstead”), is a corporation or other business entity engaged in providing legal services in the State of New Jersey with an address of Woodland Falls Corporate Park, 220 Lake Drive East, Suite 301, Cherry Hill, NJ 08002.
5. The Defendant, BAC Home Loans Servicing, LP (hereafter “BAC”) is a mortgage lender in the State of New Jersey with an address of 100 North Tryon Street, Charlotte, NC 28202.
6. The Defendant, Countrywide Home Loans, Inc. (hereafter “Countrywide”) is a corporation purchased by Bank of America Home Loans with an address of 100 North Tryon Street, Charlotte, NC 28202.
7. The Defendant, Mortgage Electronic Registration Systems, Inc. (hereafter “MERS”) is a corporation or other business entity engaged in the business of registering home loans in the State of New Jersey with a mailing address of 1818 Library Street, Suite 300, Reston, VA 20190.
8. Albert Russo is the duly appointed Chapter 13 Trustee in this case with an address of CN 4853 Trenton, NJ 08650-4853. Although not a party to this action, the Trustee is a party in interest and will receive notice of the adversary proceeding.

### IV. FACTUAL ALLEGATIONS

9. The Plaintiff, Lorayne Rihan, was formerly known as Lorayne Kitchell.
10. The Plaintiff filed her Petition as a Chapter 7 on October 20, 2010 and converted to a Chapter 13 on April 8, 2011.
11. At that time the Plaintiff included BAC in her "Schedule D" as a secured creditor for the account number ending in 6529. A copy of the Plaintiff's "Schedule D" is attached as "Exhibit A".
12. On or around October 23, 2010, Milstead and BAC received notice of Plaintiff's bankruptcy via the Bankruptcy Notification Center. See attached "Exhibit B."
13. At the time of filing, Defendant MERS had not recorded the deed.
14. On or around March 22, 2011, Defendants MERS, Countrywide, and Milstead obtained an order from the State Court of New Jersey, validating the mortgage. A copy of the order is attached as "Exhibit C."
16. On or around the following dates, BAC sent the Plaintiff statements about her account ending in 6529:
  - a. April 22, 2011. See attached "Exhibit D."
  - b. May 2, 2011. See attached "Exhibit E."
  - c. June 1, 2011. See attached "Exhibit F."
  - d. July 1, 2011. See attached "Exhibit G."
  - e. August 1, 2011. See attached "Exhibit H."
  - f. September 1, 2011. See attached "Exhibit I."
17. On or around the following dates, BAC sent the Plaintiff additional statements about her account ending in 6529:
  - a. October 3, 2011. See attached "Exhibit J."
  - b. November 3, 2011. See attached "Exhibit K."
18. The attempted post-petition collection of this debt and the post-petition continuance of a pre-petition action seeking to record the property deed hinder the Plaintiff's ability to obtain the "fresh start" afforded through bankruptcy.
19. The actions of Defendants constitute a clear violation of the Automatic Stay pursuant to 11 U.S.C. § 362 of the Bankruptcy Code.
20. As a result of receiving bills for an unsecured debt and having a lien placed on her property, Plaintiff suffered emotion distress.

21. As a result of Defendants' seeking to put a lien on Plaintiff's unencumbered property, Plaintiff suffered emotional and actual damages.

V. FIRST CLAIM FOR RELIEF

22. Plaintiffs incorporate herein by reference each and every allegation contained in paragraphs one (1) through twenty-one (21) as though set forth herein at length.
23. Defendants MERS's, Countrywide's and Milstead's continuance of the pre-petition state court action that sought to record the property's deed constitutes a violation of the Automatic Stay, found within 11 U.S.C. § 362 of the United States Bankruptcy Code.
24. As a result of the above violation of the Automatic Stay, the Defendants are liable to the Plaintiff in the sum of the Plaintiffs' actual damages, statutory damages, punitive damages, and costs and attorney fees pursuant to 11 U.S.C. § 362(k).

VI. SECOND CLAIM FOR RELIEF

25. Plaintiff incorporates herein by reference each and every allegation contained in paragraphs one (1) through twenty-four (24) as though set forth herein at length.
26. By sending Plaintiff monthly invoices for pre-petition debts, Defendant BAC violated the Automatic Stay, found within 11 U.S.C. § 362 of the United States Bankruptcy Code.
27. As a result of the above violation of the Automatic Stay, the Defendants are liable to the Plaintiff in the sum of the Plaintiffs' actual damages, statutory damages, punitive damages, and costs and attorney fees pursuant to 11 U.S.C. § 362(k).

**WHEREFORE**, Plaintiff respectfully prays that judgment be entered against Defendants in the amount of:

- a. actual damages;
- b. permanent injunctive relief;
- c. costs and reasonable attorney's fees;
- d. punitive damages;
- e. for such other and further relief as may be just and proper.

February 3, 2011  
DATE

/s/ Lee M. Perlman  
LEE M. PERLMAN, ESQUIRE

## **Exhibit A**

IN RE Rihan, Lorayne

Case No. \_\_\_\_\_

Debtor(s)

(If known)

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND ACCOUNT NUMBER. (See Instructions Above.)	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 141326529 Bac Home Loans Servi PO Box 5170 Simi Valley, CA 93062-5170		Mortgage; 23 Leland St Browns Mills, NJ 08015-1227 C-019-10  VALUE \$ 150,000.00				128,140.00	
ACCOUNT NO. Milstead & Associates 220 Lake Dr E Ste 301 Cherry Hill, NJ 08002-1165		Assignee or other notification for: Bac Home Loans Servi  VALUE \$					
ACCOUNT NO.		  VALUE \$					
ACCOUNT NO.		  VALUE \$					
Subtotal (Total of this page)						\$ 128,140.00	\$
Total (Use only on last page)						\$ 128,140.00	\$

0 continuation sheets attached

(Report also on  
Summary of  
Schedules.)

(If applicable, report  
also on Statistical  
Summary of Certain  
Liabilities and Related  
Data.)

## **Exhibit B**



**UNITED STATES BANKRUPTCY COURT**

DISTRICT of District of New Jersey

**Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines**

A Chapter 7 bankruptcy case concerning the debtor(s) listed below was filed on 10/20/10.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below.

NOTE: The staff of the bankruptcy clerk's office cannot give legal advice.

**See Reverse Side For Important Explanations.**

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Lorayne Rihan  
aka Lorayne Kitchell  
23 Leland St  
Browns Mills, NJ 08015

Social Security/Taxpayer ID/Employer ID/Other Nos.:  
xxx-xx-1467 (Lorayne Rihan)

United States Bankruptcy Judge:  
Honorable Raymond T. Lyons Jr.

Attorney for Debtor(s) (name and address):

Omar J Valdez  
The Law Offices of Lee M. Perlman  
1926 Greentree Road, Suite 100  
Cherry Hill, NJ 08003  
Telephone number: 856-751-4224

Trustee:

Peggy E. Stalford  
100 Main St.  
Allenhurst, NJ 07711  
Telephone number: (732) 531-0700  
The United States Trustee, Region 3 appoints the above-named individual as interim trustee as of the date of the filing of the bankruptcy petition.

**Meeting of Creditors:**

Date: **December 13, 2010**

Time: **03:00 PM**

Location: **Clarkson S. Fisher Federal Courthouse, 402 East State Street, Room 129, Trenton, NJ 08608-1507**

**Presumption of Abuse under 11 U.S.C. § 707(b)**

*See "Presumption of Abuse" on reverse side.*

The presumption of abuse does not arise.

**Deadlines:**

Papers must be *received* by the bankruptcy clerk's office by the following deadlines:

**Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts:**  
**2/11/11**

**Deadline to Object to Exemptions:**

Thirty (30) days after the *conclusion* of the meeting of creditors.

**Creditors May Not Take Certain Actions:**

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

**Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.****Creditor with a Foreign Address:**

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

**Address of the Bankruptcy Clerk's Office:**

402 East State Street  
Trenton, NJ 08608  
Telephone number: 609-989-2200

**For the Court:**

Clerk of the Bankruptcy Court:  
James J. Waldron

**Business Hours:**

8:30 AM - 4:00 p.m., Monday - Friday (except holidays)

Date: 10/21/10

**EXPLANATIONS**

B9A (Official Form 9A) (12/07)

Proof of Identification and Social Security Number	Important notice to individual debtors: Effective March 1, 2002, all individual debtors must provide picture identification and proof of social security number to the trustee at the meeting of creditors. Failure to do so may result in your case being dismissed.
Filing of Chapter 7 Bankruptcy Case	A bankruptcy case under chapter 7 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by or against the debtor(s) listed on the front side, and an order for relief has been entered.
<b>Legal Advice</b>	The staff of the bankruptcy clerk's office cannot give legal advice. Consult a lawyer to determine your rights in this case.
Creditors Generally May Not Take Certain Actions	Prohibited collection actions are listed in Bankruptcy Code §362. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay.
Presumption of Abuse	If the presumption of abuse arises, creditors may have the right to file a motion to dismiss the case under § 707(b) of the Bankruptcy Code. The debtor may rebut the presumption by showing special circumstances.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.
Do Not File a Proof of Claim at This Time	There does not appear to be any property available to the trustee to pay creditors. <i>You therefore should not file a proof of claim at this time.</i> If it later appears that assets are available to pay creditors, you will be sent another notice telling you that you may file a proof of claim, and telling you the deadline for filing your proof of claim. If this notice is mailed to a creditor at a foreign address, the creditor may file a motion requesting the court to extend the deadline.
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor. If you believe that the debtor is not entitled to receive a discharge under Bankruptcy Code §727(a) or that a debt owed to you is not dischargeable under Bankruptcy Code §523(a)(2), (4), or (6), you must start a lawsuit by filing a complaint in the bankruptcy clerk's office by the "Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts" listed on the front side. The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline. <b>Writing a letter to the court or the judge is not a substitute for the filing of an adversary complaint.</b>
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objection by the "Deadline to Object to Exemptions" listed on the front side.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of the property claimed as exempt, at the bankruptcy clerk's office.
Creditor with a Foreign Address	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.
<b>--- Refer to Other Side for Important Deadlines and Notices ---</b>	

Undeliverable Notices. Undeliverable notices will be sent by return mail to the debtor. It is the debtor's responsibility to obtain the party's correct address, resend the returned notice, and notify this office of the party's change of address. Failure to provide all parties with a copy of this notice may adversely affect the debtor as provided by the Bankruptcy Code.

Case information – telephone access. Case summary information can be obtained from any touch tone telephone by calling the automated Voice Case Information System (VCIS) at the toll free number: 1-877-239-2547. This service is free of charge and is available 24 hours a day.

Case information – electronic access. Case summary and docket information can be obtained from the Public Access to Court Electronic Records (Pacer) System. To register or for more information, please call the Pacer Billing Center at 1-800-676-6856 or visit the Pacer Web Site: <http://pacer.psc.uscourts.gov>.

Internet access. Additional information may be available at the Court's Web Site: <http://www.njb.uscourts.gov>.

# Certificate of Service

## Page 4 of 4

# CERTIFICATE OF NOTICE

District/off: 0312-3  
Case: 10-42526

User: bhiggins  
Form ID: b9a

Page 1 of 1  
Total Noticed: 31

Date Rcvd: Oct 21, 2010

The following entities were noticed by first class mail on Oct 23, 2010.

db +Lorayne Rihan, 23 Leland St., Browns Mills, NJ 08015-1227  
aty +Omar J Valdez, The Law Offices of Lee M. Perlman, 1926 Greentree Road, Suite 100,  
Cherry Hill, NJ 08003-1100  
smg U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534  
smg +United States Trustee, Office of the United States Trustee, One Newark Center, Suite 2100,  
Newark, NJ 07102-5235  
511303403 Acb Receivables Mngmt, 19 Main St., Asbury Park, NJ 07712-7012  
511303404 Alliance Obygn Consult, PO Box 2687, Vincentown, NJ 08088-2687  
511303405 +Apex Asset Management, PO Box 230609, Montgomery, AL 36123-0609  
511303406 +Apex Asset Management, LLC, PO Box 7044, Lancaster, PA 17604-7044  
511303409 Bac Home Loans Servici, PO Box 5170, Simi Valley, CA 93062-5170  
511303415 Debra Epstein, MD, PO Box 344, Moorestown, NJ 08057-0344  
511303416 +Equifax, PO Box 740256, Atlanta, GA 30374-0256  
511303417 +Experian, PO Box 9701, Allen, TX 75013-9701  
511303419 Ic Systems Inc, PO Box 64378, Saint Paul, MN 55164-0378  
511303420 +Larchmont Imaging Associates, PO Box 8500, Philadelphia, PA 19178-8500  
511303421 Lourdes Anes Assoc PA, PO Box 8505, Cherry Hill, NJ 08002-0505  
511303423 +Midland Funding, LLC, Attn: Pressler & Pressler, 16 Wing Dr 2nd Fl,  
Cedar Knolls, NJ 07927-1007  
511303424 +Milstead & Associates, 220 Lake Dr E Ste 301, Cherry Hill, NJ 08002-1158  
511303425 +NCO Financial Systems, 507 Prudential Rd, Horsham, PA 19044-2368  
511303426 +South Jersey Emergency Physicians, PO Box 27005, Newark, NJ 07101-6705  
511303427 Transunion, PO Box 2000, Crum Lynne, PA 19022  
511303428 Virtua Health, PO Box 6007, Bellmawr, NJ 08099-6007

The following entities were noticed by electronic transmission on Oct 21, 2010.

tr +EDI: BPESTALFORD.COM Oct 21 2010 17:33:00 Peggy E. Stalford, 100 Main St.,  
Allenhurst, NJ 07711-1110  
511303407 EDI: ACCE.COM Oct 21 2010 17:33:00 Asset Acceptance Lic, PO Box 2036,  
Warren, MI 48090-2036  
511303408 E-mail/Text: ACF-EBN@acf-inc.com Atlantic Crd, PO Box 13386,  
Roanoke, VA 24033-3386  
511303410 E-mail/Text: jraichel@cms-collect.com Capital Management Services, LP,  
726 Exchange St Ste 700, Buffalo, NY 14210-1464  
511303411 E-mail/Text: john@debtmanagementinc.com Capital Recovery Syste,  
310 South St, Plainville, MA 02762-1547  
511303412 EDI: CHASE.COM Oct 21 2010 17:33:00 Chase, PO Box 100018, Kennesaw, GA 30156-9204  
511303413 EDI: CITICORP.COM Oct 21 2010 17:33:00 Citi Flex, PO Box 6241,  
Sioux Falls, SD 57117-6241  
511303414 +EDI: CITICORP.COM Oct 21 2010 17:33:00 Citibank, Attn: Corporate Bankruptcy Department,  
7920 NW 110th St, Kansas City, MO 64153-1270  
511303418 +EDI: HFC.COM Oct 21 2010 17:33:00 HSBC Bankruptcy Department, PO Box 5213,  
Carol Stream, IL 60197-5213  
511303422 EDI: MID8.COM Oct 21 2010 17:33:00 Midland Credit Mgmt, 8875 Aero Dr Ste 200,  
San Diego, CA 92123-2255

TOTAL: 10

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

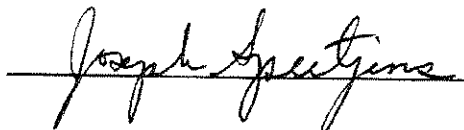
Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 23, 2010

Signature:



## **Exhibit C**

MILSTEAD & ASSOCIATES, LLC  
Woodland Falls Corporate Park  
220 Lake Drive East, Suite 301  
Cherry Hill, NJ 08002  
(856) 482-1400  
Attorney for Plaintiff  
File No.: FT.00020

THIS RELIEF SET FORTH BELOW  
IS ORDERED AND FILED

MAR 23 2011

MICHAEL J. HOGAN, P.J.Ch.

MERS, As Nominee for Countrywide Home  
Loans, Inc.

Plaintiff,

v.

Lorayne Kitchell

And

Midland Funding LLC

Defendant

SUPERIOR COURT OF NEW JERSEY  
BURLINGTON COUNTY CHANCERY  
DIVISION

Docket No. C-019-10

CIVIL ACTION

ORDER ALLOWING ENTRY OF  
JUDGMENT

RECEIVED  
BURLINGTON COUNTY  
CLERK  
MAR 12 P 12:16

THIS MATTER being opened in the Court by Milstead & Associates, LLC, Richard M.

Milstead, Esquire, attorney for Plaintiff, appearing on plaintiff's application for an Order For  
Entry of Judgment recording Plaintiffs' Mortgage and the Court having reviewed the within  
matter and for good cause appearing;

IT IS HEREBY ORDERED ON THIS 22<sup>nd</sup> day of March, 2011, that:

1. Judgment be and is hereby Ordered declaring that:

(a) Plaintiff has a valid Mortgage in the original amount of \$132,000.00 encumbering the  
interest of Lorayne Kitchell in the Property located at 23 Leland Street, Browns Mills,  
NJ 08015;

(b) That Defendant, Lorayne Kitchell had actual knowledge of, inter alia, the material  
terms of the Mortgage;

{00538935}

ORDER

Page 1 of 2

HB 12399PG657

ENTERED ON ACMS

- (2) That Defendant, Lorayne Kitchell had an understanding that the Mortgage was intended to serve as a security instrument for the Note, thereby encumbering Lorayne Kitchell's interest in the Property as a lien of first priority;
2. Directing that this Judgment be recorded in the Burlington County Clerk's Office simultaneously with a copy of the Mortgage, that said Mortgage be afforded first lien priority *nunc pro tunc* and further directing that a notation be entered in the appropriate mortgage index to reflect the existence of the Mortgage as encumbering the interest of the Defendant, Lorayne Kitchell.
3. Granting Plaintiff such other relief as the Court may deem just and proper.

IT IS FURTHER ORDERED that a copy of this Order be served upon all defendants within 7 days of the date of Plaintiff's counsel's receipt of this Order.

Honorable Michael J. Hogan, P.J.Ch.,

**Unofficial Document**  
I hereby certify that the foregoing is a true and correct copy of the original on file in my office.

**JUDE DEL PREORE**  
Deputy Clerk, Superior Court  
of New Jersey

**LUIS A. PEREZ**  
Deputy Clerk of the Superior Court

March 29, 2011

**ATTENTION**

**MOVING PARTY'S COUNSEL SHALL  
WITHIN 7 DAYS SERVE A COPY OF THIS  
ORDER ON ALL OTHER PARTIES**

{00538935}

ORDER

Page 2 of 2

NB12399PG658

## **Exhibit D**



Bank of America



Home Loans

Document Page 17 of 55

PO Box 5170  
Sunny Valley, CA 93062-5170

Statement date 04/22/2011

Account Number 141326529

Property address  
23 Leland Street

0076758 01 AT 0.362 \*\*AUTO T3 0 2880 08015-1227

MSR XW AG 070-----0--2--B C0000077 IN 1 P76834

LORAYNE KITCHELL

23 Leland St

Browns Mills NJ 08015-1227



FOR INFORMATION PURPOSES

FOR CUSTOMER SERVICE: 1.866.653.6183

## IMPORTANT NOTICE

This informational notice is being sent to the following borrowers at address set forth above in reference to the Chapter 13 Bankruptcy filing:  
LORAYNE KITCHELL

If you do not want us to send your monthly statements in the future, please contact us at 1.800.669.5224.

**If You Are Currently a Debtor in a Bankruptcy:**

This statement is being furnished for informational purposes only and should not be construed as an attempt to collect against you personally. While your obligation to BAC Home Loans Servicing, LP may be discharged, by operation of law, BAC Home Loans Servicing, LP has retained the ability to enforce its rights against the property securing this loan should there be a default.

If you are presently involved in a Chapter 11 or Chapter 13 proceeding, please be advised that you are required to obey all orders of the Court, including those confirming or modifying the terms of your repayment plan. You may disregard the payment information/coupon below to the extent it conflicts with any order or requirement of the Court.

This is not a statement of the amount necessary to pay off your loan.

HOME LOAN SUMMARY	Home loan overview as of 04/22/2011	Amount due on 05/01/2011 as of 04/22/2011
	Principal Balance	\$142,593.27
	Escrow balance	-\$121.61
		Home loan payment due 05/01/2011 \$932.31
		(see next page for account details)

Calls may be monitored or recorded to ensure quality service. We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

## PAYMENT INSTRUCTIONS

## 1. Please

- don't send cash
- don't staple the check to the payment coupon
- don't include correspondence
- include coupon with payment

## 2. Write the account number on the check or money order.

3. Make the check payable to  
BAC Home Loans Servicing, LP  
Attn: Remittance Processing  
PO Box 15222  
Wilmington, DE 19886-5222

Account number 141326529 (7)  
Lorayne Kitchell  
23 Leland Street  
Browns Mills, NJ 08015

SEE OTHER SIDE FOR IMPORTANT INFORMATION

2800

BAC Home Loans Servicing, LP  
PO BOX 15222  
WILMINGTON, DE 19886-5222

05/01/2011

\$932.31

Please update e-mail information on the reverse side of this coupon.

Additional  
PrincipalAdditional  
Escrow

Check total



141326529700000093231000096012

P E R M I T T E D R E P R O D U C T I O N

HOME LOAN DETAILS	Monthly payment breakdown as of 04/22/2011		Loan type and term	
	Principal and/or interest payment	\$556.23	Loan type	Conv Jumbo ARM
	Escrow payment amount	376.08	Contractual remaining term	28 Years, 5 Months
	<b>Total monthly home loan payment</b>	<b>\$932.31</b>	Interest rate	2.000%

**Escrow account expenses**

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (\*).

The payment of the items marked with an asterisk (\*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
City taxes	Pemberton Township Tax Collect	0004000000003600000000	Annual	07/01/2011	970.75
Homeowners insurance	Cumberland Mutual Fire Ins Co	H065034550505	Annual	08/16/2011	754.00
City taxes	Pemberton Township Tax Collect	0004000000003600000000	Annual	10/01/2011	753.24
City taxes	Pemberton Township Tax Collect	0004000000003600000000	Annual	01/01/2012	872.32
City taxes	Pemberton Township Tax Collect	0004000000003600000000	Annual	04/01/2012	872.31

**Home loan activity since your last statement**

Date	Description	Escrow	Total
04/15/2011	City tax pmt	-872.31	-872.31
	<b>**Ending balance</b>	<b>\$142,593.27</b>	<b>\$121.61</b>

\*\*NOTE: The ending balance is probably not the same as the amount to payoff your loan. For payoff information, you may use our 24-hour automated information system at 1.800.669.5833.

For a detailed listing of home loan activity, please see **Payments, Advances, and Fee Summary**.

**TO  
CONTACT  
US**

**CREDIT REPORTING NOTICE**  
We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**For up-to-the-minute information about the account**, use our 24-hour automated information system. To ask us about this statement or account information, call **1.866.653.6183**, Mon - Fri, 8am to 9pm Eastern Time. Calls may be monitored and/or recorded for service quality purposes. *Se habla español.* 1.800.295.0025.  
TDD 1.800.300.6407

**Please have the account number available when you call.**

Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is:  
BAC Home Loans Servicing, LP, Attn:

Customer Service CA6-919-01-41, PO Box 5170, Simi Valley, CA 93062-5170

Tax Dept CA6-913-LB-01, PO Box 10211, Van Nuys, CA 91410-0211  
Insurance Dept, TX2-977-01-03, PO Box 961206, Fort Worth, TX 76161-0206  
Payments, Attn: Remittance Processing PO Box 15222, Wilmington, DE 19886-5222  
\*Overnight deliveries Retail Payment Services, DE5-023-03-01, Christiana III, 900  
Samoset Drive, Newark, DE 19713-6002  
Our website [www.bankofamerica.com](http://www.bankofamerica.com)

Your account information is available in Spanish on the site mentioned above.

\*The facility at this address does not accept walk-up payments, it accepts overnight mail only. Payments can be made by Phone, Online, Mail, or at Bank of America Banking Centers.



Bank of America, N.A. Member FDIC. Bank of America, N.A. and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A., are Equal Housing Lenders. © 2011 Bank of America Corporation. Trademarks are the property of Bank of America Corporation. All rights reserved.

Account Number **141326529**

E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account

Lorayne Kitchell

E-mail address

E-mail address

**How we post your payment:** All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

**Postdated checks** will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.



Home Loans

FOR INFORMATION PURPOSES**PAYMENTS, ADVANCES, and FEE SUMMARY**

Account Activity for reporting period 03/02/2011 through 04/22/2011

**FUNDS RECEIVED  
DETAILS**

Date	Description	Amount
------	-------------	--------

There was no activity on your account for the period covered in this statement.

**FEE  
ACTIVITY**

Date	Description	Debit	Credit
------	-------------	-------	--------

There was no activity on your account for the period covered in this statement.

Total Fees For This Period	\$0.00
----------------------------	--------

**OUTSTANDING FEE  
SUMMARY**

Outstanding Fee balances as of 04/22/2011

Description	Balance
-------------	---------

There was no activity on your account for the period covered in this statement.

Total Outstanding Fees Unpaid	\$0.00
-------------------------------	--------





## **Exhibit E**



Home Loans

Customer Service  
PO Box 5170  
Simi Valley, CA 93062-5170

Statement date 05/02/2011

Account Number 141326529

Property address  
23 Leland Street

0064874 01 AT 0.362 \*\*AUTO T3 0 2950 08015-1227  
MSR XW AG 0703-----0--2--B C0000077 IN 1 P64938

LORAYNE KITCHELL

23 Leland St

Browns Mills NJ 08015-1227



FOR INFORMATION PURPOSES

FOR CUSTOMER SERVICE: 1.866.653.6183

## IMPORTANT NOTICE

This informational notice is being sent to the following borrowers at address set forth above in reference to the Chapter 13 Bankruptcy filing:  
LORAYNE KITCHELL

If you do not want us to send your monthly statements in the future, please contact us at 1.800.669.5224.

**If You Are Currently a Debtor in a Bankruptcy:**

This statement is being furnished for informational purposes only and should not be construed as an attempt to collect against you personally. While your obligation to BAC Home Loans Servicing, LP may be discharged, by operation of law, BAC Home Loans Servicing, LP has retained the ability to enforce its rights against the property securing this loan should there be a default.

If you are presently involved in a Chapter 11 or Chapter 13 proceeding, please be advised that you are required to obey all orders of the Court, including those confirming or modifying the terms of your repayment plan. You may disregard the payment information/coupon below to the extent it conflicts with any order or requirement of the Court.

This is not a statement of the amount necessary to pay off your loan.

**HOME LOAN  
SUMMARY****Home loan overview as of 05/02/2011**

Principal Balance \$142,593.27  
Escrow balance -\$121.61

**Amount due on 06/01/2011 as of 05/02/2011**

Home loan payment due 06/01/2011 \$932.31  
(see next page for account details)

Calls may be monitored or recorded to ensure quality service. We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

**PAYMENT INSTRUCTIONS****1. Please**

- don't send cash
- don't staple the check to the payment coupon
- don't include correspondence
- include coupon with payment

**2. Write the account number on the check or money order.**

**3. Make the check payable to**  
**BAC Home Loans Servicing, LP**  
Attn: Remittance Processing  
PO Box 15222  
Wilmington, DE 19886-5222

Account number 141326529

(7)

Lorayne Kitchell  
23 Leland Street  
Browns Mills, NJ 08015

SEE OTHER SIDE FOR IMPORTANT INFORMATION

2950

BAC Home Loans Servicing, LP  
PO BOX 15222  
WILMINGTON, DE 19886-5222

06/01/2011

\$932.31

Please update e-mail information on the reverse side of this coupon.

Additional  
Principal

Additional  
Escrow

Check total



141326529700000093231000096012

⑈586990058⑈141326529⑈

HOME LOAN DETAILS	Monthly payment breakdown as of 05/02/2011		Loan type and term	
	Principal and/or interest payment	\$556.23	Loan type	Conv Jumbo ARM
	Escrow payment amount	376.08	Contractual remaining term	28 Years, 5 Months
	<b>Total monthly home loan payment</b>	<b>\$932.31</b>	Interest rate	2.000%

**Escrow account expenses**

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (\*).

The payment of the items marked with an asterisk (\*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
City taxes	Pemberton Township Tax Collect	00040000000036000000000	Annual	07/01/2011	970.75
Homeowners insurance	Cumberland Mutual Fire Ins Co	H0665034550505	Annual	08/16/2011	754.00
City taxes	Pemberton Township Tax Collect	00040000000036000000000	Annual	10/01/2011	753.24
City taxes	Pemberton Township Tax Collect	00040000000036000000000	Annual	01/01/2012	872.32
City taxes	Pemberton Township Tax Collect	00040000000036000000000	Annual	04/01/2012	872.31

**Home loan activity since your last statement**

There was no activity on your account for the period covered in this statement.

For a detailed listing of home loan activity, please see **Payments, Advances, and Fee Summary**.

**TO  
CONTACT  
US**

**CREDIT REPORTING NOTICE**  
We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**For up-to-the-minute information about the account**, use our 24-hour automated information system. To ask us about this statement or account information, call **1.866.653.6183**, Mon - Fri, 8am to 9pm Eastern Time. Calls may be monitored and/or recorded for service quality purposes. *Se habla español*. 1.800.295.0025.

TDD 1.800.300.6407

**Please have the account number available when you call.**

Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is:  
BAC Home Loans Servicing, LP, Attn:

Customer Service CA6-919-01-41, PO Box 5170, Simi Valley, CA 93062-5170

Tax Dept CA6-913-LB-01, PO Box 10211, Van Nuys, CA 91410-0211  
Insurance Dept, TX2-977-01-03, PO Box 961206, Fort Worth, TX 76161-0206  
Payments, Attn: Remittance Processing PO Box 15222, Wilmington, DE 19886-5222  
\*Overnight deliveries Retail Payment Services, DE6-023-03-01, Christiana III, 900  
Samoset Drive, Newark, DE 19713-6002  
Our website [www.bankofamerica.com](http://www.bankofamerica.com)

Your account information is available in Spanish on the site mentioned above.

\*The facility at this address does not accept walk-up payments, it accepts overnight mail only. Payments can be made by Phone, Online, Mail, or at Bank of America Banking Centers.



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Account Number **141326529**

E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account

Lorayne Kitchell

E-mail address

**How we post your payment:** All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

**Postdated checks** will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

E-mail address

Bank of America



Home Loans

FOR INFORMATION PURPOSES**PAYMENTS, ADVANCES, and FEE SUMMARY**

Account Activity for reporting period 04/02/2011 through 05/02/2011

**FUNDS RECEIVED  
DETAILS**

Date	Description	Amount
------	-------------	--------

There was no activity on your account for the period covered in this statement.

**FEE  
ACTIVITY**

Date	Description	Debit	Credit
------	-------------	-------	--------

There was no activity on your account for the period covered in this statement.

Total Fees For This Period	\$0.00
----------------------------	--------

**OUTSTANDING FEE  
SUMMARY**

Outstanding Fee balances as of 05/02/2011

Description	Balance
-------------	---------

There was no activity on your account for the period covered in this statement.

Total Outstanding Fees Unpaid	\$0.00
-------------------------------	--------







## **Exhibit F**



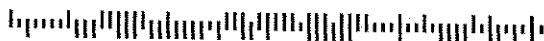
0022246 01 AT 0.362 \*\*AUTO T4 0 6650 08015-1227

MSR XC AG 0703-----0--2--B C0000077 IN 1 P22268

LORAYNE KITCHELL

23 Leland St

Browns Mills NJ 08015-1227



FOR INFORMATION PURPOSES

FOR CUSTOMER SERVICE: 1.866.653.6183

## IMPORTANT NOTICE

This informational notice is being sent to the following borrowers at address set forth above in reference to the Chapter 13 Bankruptcy filing:  
LORAYNE KITCHELL

If you do not want us to send your monthly statements in the future, please contact us at 1.800.669.5224.

**If You Are Currently a Debtor in a Bankruptcy:**

This statement is being furnished for informational purposes only and should not be construed as an attempt to collect against you personally. While your obligation to BAC Home Loans Servicing, LP may be discharged, by operation of law, BAC Home Loans Servicing, LP has retained the ability to enforce its rights against the property securing this loan should there be a default.

If you are presently involved in a Chapter 11 or Chapter 13 proceeding, please be advised that you are required to obey all orders of the Court, including those confirming or modifying the terms of your repayment plan. You may disregard the payment information/coupon below to the extent it conflicts with any order or requirement of the Court.

This is not a statement of the amount necessary to pay off your loan.

HOME LOAN SUMMARY	Home loan overview as of 06/01/2011	Amount due on 07/01/2011 as of 06/01/2011
	Principal Balance \$142,593.27	Home loan payment due 07/01/2011 \$932.31
	Escrow balance -\$121.61	(see next page for account details)

Calls may be monitored or recorded to ensure quality service. We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

## PAYMENT INSTRUCTIONS

## 1. Please

- don't send cash
- don't staple the check to the payment coupon
- don't include correspondence
- include coupon with payment

## 2. Write the account number on the check or money order.

3. Make the check payable to  
**BAC Home Loans Servicing, LP**  
Attn: Remittance Processing  
PO Box 15222  
Wilmington, DE 19886-5222

Account number 141326529

(7)

Lorayne Kitchell  
23 Leland Street  
Browns Mills, NJ 08015

SEE OTHER SIDE FOR IMPORTANT INFORMATION

6650

BAC Home Loans Servicing, LP  
PO BOX 15222  
WILMINGTON, DE 19886-5222

07/01/2011

\$932.31

Please update e-mail information on the reverse side of this coupon.

Additional  
PrincipalAdditional  
Escrow

Check total



141326529700000093231000096012

**HOME LOAN  
DETAILS****Monthly payment breakdown as of 06/01/2011**

Principal and/or interest payment	\$556.23
Escrow payment amount	376.08
<b>Total monthly home loan payment</b>	<b>\$932.31</b>

**Loan type and term**

Loan type	Conv Jumbo ARM
Contractual remaining term	28 Years, 5 Months
Interest rate	2.000%

**Escrow account expenses**

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (\*).

The payment of the items marked with an asterisk (\*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
City taxes	Pemberton Township Tax Collect	000400000003600000000	Annual	07/01/2011	970.75
Homeowners insurance	Cumberland Mutual Fire Ins Co	H065034550505	Annual	08/16/2011	754.00
City taxes	Pemberton Township Tax Collect	000400000003600000000	Annual	10/01/2011	753.24
City taxes	Pemberton Township Tax Collect	000400000003600000000	Annual	01/01/2012	872.32
City taxes	Pemberton Township Tax Collect	000400000003600000000	Annual	04/01/2012	872.31



When you receive your tax bill, please write your account number on your original bill and mail it immediately to BAC Home Loans Servicing, LP to prevent interest and penalty charges from accruing. Please send your original bill to BAC Home Loans Servicing, LP, Attn: Tax Dept CA6-913-LB-01, P.O. Box 10211, Van Nuys, CA 91410-0211. Added or Omitted Assessments are mailed in October, please forward this bill if received immediately to the above address.

**Home loan activity since your last statement**

There was no activity on your account for the period covered in this statement.

For a detailed listing of home loan activity, please see **Payments, Advances, and Fee Summary**.

**TO  
CONTACT  
US****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

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TDD 1.800.360.6407


**Please have the account number available when you call.**

Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is:  
BAC Home Loans Servicing, LP, Attn:

Customer Service CA6-919-01-41, P.O. Box 5170, Simi Valley, CA 93062-5170

Tax Dept CA6-913-LB-01, P.O. Box 10211, Van Nuys, CA 91410-0211  
Insurance Dept., TX2-977-01-03, P.O. Box 961206, Fort Worth, TX 76161-0206  
Payments, Attn: Remittance Processing P.O. Box 15222, Wilmington, DE 19886-5222  
\*Overnight deliveries Retail Payment Services, DE5-023-03-01, Christiana III, 900 Samoset Drive, Newark, DE 19713-6002  
Our website [www.bankofamerica.com](http://www.bankofamerica.com)  
Your account information is available in Spanish on the site mentioned above.  
\*The facility at this address does not accept walk-up payments, it accepts overnight mail only. Payments can be made by Phone, Online, Mail, or at Bank of America Banking Centers.

 Bank of America, N.A. Member FDIC. Bank of America, N.A. and BAC Home Loans Servicing, LP, a subsidiary of Bank of America, N.A., are Equal Housing Lenders. © 2011 Bank of America Corporation. Trademarks are the property of Bank of America Corporation. All rights reserved.

Account Number **141326529**

E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account

Lorayne Kitchell

E-mail address

E-mail address

**How we post your payment:** All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

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## PAYMENTS, ADVANCES, and FEE SUMMARY

Account Activity for reporting period 05/02/2011 through 06/01/2011

## FUNDS RECEIVED

## DETAILS

Date

Description

Amount

There was no activity on your account for the period covered in this statement.

## FEE

## ACTIVITY

Date

Description

Debit

Credit

There was no activity on your account for the period covered in this statement.

Total Fees For This Period

\$0.00

OUTSTANDING FEE  
SUMMARY

Outstanding Fee balances as of 06/01/2011

Description

Balance

There was no activity on your account for the period covered in this statement.

Total Outstanding Fees Unpaid

\$0.00





## **Exhibit G**

0092829 01 AT 0.362 \*\*AUTO T8 0 3150 08015-1227  
MSR XW AG 0703-----0--2--B C0000077 IN 1 P92921

LORAYNE KITCHELL



23 Leland St  
Browns Mills NJ 08015-1227



FOR INFORMATION PURPOSES

FOR CUSTOMER SERVICE: 1.866.653.6183

# IMPORTANT NOTICE

This informational notice is being sent to the following borrowers at address set forth above in reference to the Chapter 13 Bankruptcy filing:  
LORAYNE KITCHELL

If you do not want us to send your monthly statements in the future, please contact us at 1.800.669.5224.

## If You Are Currently a Debtor in a Bankruptcy:

This statement is being furnished for informational purposes only and should not be construed as an attempt to collect against you personally. While your obligation to Bank of America, N.A. may be discharged, by operation of law, Bank of America, N.A. has retained the ability to enforce its rights against the property securing this loan should there be a default.

If you are presently involved in a Chapter 11 or Chapter 13 proceeding, please be advised that you are required to obey all orders of the Court, including those confirming or modifying the terms of your repayment plan. You may disregard the payment information/coupon below to the extent it conflicts with any order or requirement of the Court.

This is not a statement of the amount necessary to pay off your loan.

HOME LOAN SUMMARY	Home loan overview as of 07/01/2011		Amount due on 08/01/2011 as of 07/01/2011	
	Principal Balance	\$142,274.70	Home loan payment due 08/01/2011	\$932.31
	Escrow balance	\$254.47	Partial payment balance	567.69
			(see next page for account details)	

Calls may be monitored or recorded to ensure quality service. We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

## PAYMENT INSTRUCTIONS

- Please
  - don't send cash
  - don't staple the check to the payment coupon
  - don't include correspondence
  - include coupon with payment
- Write the account number on the check or money order.
- Make the check payable to  
**Bank of America, N.A.**  
Attn: Remittance Processing  
PO Box 15222  
Wilmington, DE 19886-5222

Account number **141326529** (7)  
Lorayne Kitchell  
23 Leland Street  
Browns Mills, NJ 08015

SEE OTHER SIDE FOR IMPORTANT INFORMATION

Bank of America, N.A.  
PO BOX 15222  
WILMINGTON, DE 19886-5222



141326529700000093231000096012

586990058 14 13 26 5 29

08/01/2011 \$932.31

Please update e-mail information on the reverse side of this coupon.

Additional  
Principal

Additional  
Escrow

Check total



**HOME LOAN  
DETAILS****Monthly payment breakdown as of 07/01/2011**

Principal and/or interest payment	\$556.23
Escrow payment amount	376.08
<b>Total monthly home loan payment</b>	<b>\$932.31</b>

**Loan type and term**

Loan type	Conv Jumbo ARM
Contractual remaining term	28 Years, 4 Months
Interest rate	2.000%

**Escrow account expenses**

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (\*).  
The payment of the items marked with an asterisk (\*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
City taxes	Pemberton Township Tax Collect	00040000000036000000000	Annual	07/01/2011	970.75
Homeowners insurance	Cumberland Mutual Fire Ins Co	H065034550505	Annual	08/16/2011	754.00
City taxes	Pemberton Township Tax Collect	00040000000036000000000	Annual	10/01/2011	753.24
City taxes	Pemberton Township Tax Collect	00040000000036000000000	Annual	01/01/2012	872.32
City taxes	Pemberton Township Tax Collect	00040000000036000000000	Annual	04/01/2012	872.31

**Home loan activity since your last statement**

Date	Description	Principal	Interest	Escrow	Other Unapplied	Total
06/21/2011	March payment	\$318.57	237.66	376.08		932.31
06/21/2011	Misc posting				567.69	567.69
	<b>**Ending balance</b>	<b>\$142,274.70</b>		<b>\$254.47</b>		

**\*\*NOTE:** The ending balance is probably not the same as the amount to payoff your loan. For payoff information, you may use our 24-hour automated information system at 1.800.669.5833.

For a detailed listing of home loan activity, please see **Payments, Advances, and Fee Summary**.

**TO  
CONTACT  
US****CREDIT REPORTING NOTICE**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**For up-to-the-minute information about the account**, use our 24-hour automated information system. To ask us about this statement or account information, call **1.866.653.6183**, Mon - Fri, 8am to 9pm Eastern Time. Calls may be monitored and/or recorded for service quality purposes. *Se habla español.* 1.800.295.0025. TDD 1.800.300.6407

**Please have the account number available when you call.**

Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is:  
Bank of America, N.A., Attn:

Customer Service CA6-919-01-41, PO Box 5170, Simi Valley, CA 93062-5170

Tax Dept CA6-913-LB-01, PO Box 10211, Van Nuys, CA 91410-0211  
Insurance Dept, PO Box 961291, Fort Worth, TX 76161-0291  
Payments, Attn: Remittance Processing PO Box 15222, Wilmington, DE 19886-5222  
\*Overnight deliveries Retail Payment Services, DE5-023-03-01, Christiana III, 900 Samoset Drive, Newark, DE 19713-6902  
Our website [www.bankofamerica.com](http://www.bankofamerica.com)  
Your account information is available in Spanish on the site mentioned above.  
\*The facility at this address does not accept walk-up payments, it accepts overnight mail only. Payments can be made by Phone, Online, Mail, or at Bank of America Banking Centers.



Bank of America, N.A. Member FDIC. Equal Housing Lender. © 2011 Bank of America Corporation. Trademarks are the property of Bank of America Corporation. All rights reserved.

Account Number **141326529**

E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account

Lorayne Kitchell

E-mail address

E-mail address

**How we post your payment:** All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

**Postdated checks** will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

## PAYMENTS, ADVANCES, and FEE SUMMARY

Account Activity for reporting period 06/02/2011 through 07/01/2011

FUNDS RECEIVED  
DETAILS

Date	Description	Amount
06/21/2011	REGULAR PAYMENT	\$932.31
06/21/2011	MISC. POSTING	\$567.69

FEE  
ACTIVITY

Date	Description	Debit	Credit
There was no activity on your account for the period covered in this statement.			

Total Fees For This Period	\$0.00
----------------------------	--------

OUTSTANDING FEE  
SUMMARY

Outstanding Fee balances as of 07/01/2011

Description	Balance
There was no activity on your account for the period covered in this statement.	

Total Outstanding Fees Unpaid	\$0.00
-------------------------------	--------





## **Exhibit H**



Home Loans

Account Number 141326529

Property address  
23 Leland Street0018802 01 AT 0.362 \*\*AUTO TO 0 6850 08015-1227  
MSR XC AG 0703---0-2-B C0000077 IN 1 P18820

LORAYNE KITCHELL

23 Leland St  
Browns Mills NJ 08015-1227

FOR INFORMATION PURPOSES

FOR CUSTOMER SERVICE: 1.866.653.6183

## IMPORTANT NOTICE

This informational notice is being sent to the following borrowers at address set forth above in reference to the Chapter 13 Bankruptcy filing:  
LORAYNE KITCHELL

If you do not want us to send your monthly statements in the future, please contact us at 1.800.669.5224.

**If You Are Currently a Debtor in a Bankruptcy:**

This statement is being furnished for informational purposes only and should not be construed as an attempt to collect against you personally. While your obligation to Bank of America, N.A. may be discharged, by operation of law, Bank of America, N.A. has retained the ability to enforce its rights against the property securing this loan should there be a default.

If you are presently involved in a Chapter 11 or Chapter 13 proceeding, please be advised that you are required to obey all orders of the Court, including those confirming or modifying the terms of your repayment plan. You may disregard the payment information/coupon below to the extent it conflicts with any order or requirement of the Court.

This is not a statement of the amount necessary to pay off your loan.

HOME LOAN SUMMARY	Home loan overview as of 08/01/2011	Amount due on 09/01/2011 as of 08/01/2011
	Principal Balance \$142,274.70	Home loan payment due 09/01/2011 \$932.31
	Escrow balance -\$1,750.08	Partial payment balance 567.69
		(see next page for account details)

Calls may be monitored or recorded to ensure quality service. We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

## PAYMENT INSTRUCTIONS

- Please
  - don't send cash
  - don't staple the check to the payment coupon
  - don't include correspondence
  - include coupon with payment
- Write the account number on the check or money order.
- Make the check payable to  
**Bank of America, N.A.**  
Attn: Remittance Processing  
PO Box 15222  
Wilmington, DE 19886-5222

Account number **141326529** (7)  
Lorayne Kitchell  
23 Leland Street  
Browns Mills, NJ 08015

SEE OTHER SIDE FOR IMPORTANT INFORMATION

Bank of America, N.A.  
PO BOX 15222  
WILMINGTON, DE 19886-5222

09/01/2011

\$932.31

Please update e-mail information on the reverse side of this coupon.

Additional  
PrincipalAdditional  
Escrow

Check total



141326529700000093231000096012

⑆586990058⑆ 141326529⑈

HOME LOAN DETAILS	Monthly payment breakdown as of 08/01/2011		Loan type and term	
	Principal and/or interest payment	\$556.23	Loan type	Conv Jumbo ARM
	Escrow payment amount	376.08	Contractual remaining term	28 Years, 4 Months
	<b>Total monthly home loan payment</b>	<b>\$932.31</b>	Interest rate	2.000%

**Escrow account expenses**

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (\*).  
The payment of the items marked with an asterisk (\*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
City taxes	Pemberton Township Tax Collect	0004000000003600000000	Annual	07/01/2012	906.55
Homeowners insurance	Cumberland Mutual Fire Ins Co	HON650345506	Annual	08/16/2012	1,098.00
City taxes	Pemberton Township Tax Collect	0004000000003600000000	Annual	10/01/2011	906.55
City taxes	Pemberton Township Tax Collect	0004000000003600000000	Annual	01/01/2012	872.32
City taxes	Pemberton Township Tax Collect	0004000000003600000000	Annual	04/01/2012	872.31

**Home loan activity since your last statement**

Date	Description	Escrow	Total
07/11/2011	City tax pmt	-906.55	-906.55
07/20/2011	Homeowners ins pmt	-1,098.00	-1,098.00
<b>**Ending balance</b>		<b>\$142,274.70</b>	<b>\$1,750.08</b>

\*\*NOTE: The ending balance is probably not the same as the amount to payoff your loan. For payoff information, you may use our 24-hour automated information system at 1.800.669.5833.

For a detailed listing of home loan activity, please see **Payments, Advances, and Fee Summary**.

**TO  
CONTACT  
US**

**CREDIT REPORTING NOTICE**  
We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

For up-to-the-minute information about the account, use our 24-hour automated information system. To ask us about this statement or account information, call **1.866.653.6183**, Monday-Friday 7a.m. - 7p.m. Local Time. Calls may be monitored and/or recorded for service quality purposes. *Se habla español.* 1.800.295.0025. TDD 1.800.300.6407


Please have the account number available when you call.

Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is:  
Bank of America, N.A., Attn:

Customer Service CA6-919-01-41, P.O. Box 5170, Simi Valley, CA 93062-5170

Tax Dept CA6-913-LB-01, P.O. Box 10211, Van Nuys, CA 91410-0211  
Insurance Dept, P.O. Box 961291, Fort Worth, TX 76161-0291  
Payments, Attn: Remittance Processing P.O. Box 15222, Wilmington, DE 19886-5222  
\*Overnight deliveries Retail Payment Services, DE5-023-03-01, Christiana III, 900 Samoset Drive, Newark, DE 19713-6002  
Our website [www.bankofamerica.com](http://www.bankofamerica.com)  
Your account information is available in Spanish on the site mentioned above.  
\*The facility at this address does not accept walk-up payments, it accepts overnight mail only. Payments can be made by Phone, Online, Mail, or at Bank of America Banking Centers.

 Bank of America, N.A. Member FDIC. Equal Housing Lender. © 2011 Bank of America Corporation. Trademarks are the property of Bank of America Corporation. All rights reserved.

Account Number **141326529**

E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account

Lorayne Kitchell

E-mail address

E-mail address

**How we post your payment:** All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

**Postdated checks** will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

## PAYMENTS, ADVANCES, and FEE SUMMARY

Account Activity for reporting period 07/02/2011 through 08/01/2011

FUNDS RECEIVED  
DETAILS

Date

Description

Amount

There was no activity on your account for the period covered in this statement.

FEE  
ACTIVITY

Date

Description

Debit

Credit

There was no activity on your account for the period covered in this statement.

Total Fees For This Period

\$0.00

OUTSTANDING FEE  
SUMMARY

Outstanding Fee balances as of 08/01/2011

Description

Balance

There was no activity on your account for the period covered in this statement.

Total Outstanding Fees Unpaid

\$0.00







## **Exhibit I**



0115706 01 AT 0.362 \*\*AUTO T7 0 3350 08015-1227  
MSR XW AG 0703-----0--2--B C0000077 IN 1 P15822  
LORAYNE KITCHELL  
23 Leland St  
Browns Mills NJ 08015-1227



## FOR INFORMATION PURPOSES

FOR CUSTOMER SERVICE: 1.800.669.6607

## IMPORTANT NOTICE

This informational notice is being sent to the following borrowers at address set forth above in reference to the Chapter 13 Bankruptcy filing:  
LORAYNE KITCHELL

If you do not want us to send your monthly statements in the future, please contact us at 1.800.669.5224.

**If You Are Currently a Debtor in a Bankruptcy:**

This statement is being furnished for informational purposes only and should not be construed as an attempt to collect against you personally. While your obligation to Bank of America, N.A. may be discharged, by operation of law, Bank of America, N.A. has retained the ability to enforce its rights against the property securing this loan should there be a default.

If you are presently involved in a Chapter 11 or Chapter 13 proceeding, please be advised that you are required to obey all orders of the Court, including those confirming or modifying the terms of your repayment plan. You may disregard the payment information/coupon below to the extent it conflicts with any order or requirement of the Court.

This is not a statement of the amount necessary to pay off your loan.

HOME LOAN SUMMARY	Home loan overview as of 09/01/2011	Amount due on 10/01/2011 as of 09/01/2011
	Principal Balance \$142,274.70	Home loan payment due 10/01/2011 \$932.31
	Escrow balance -\$1,750.08	Partial payment balance 567.69
		(see next page for account details)

Calls may be monitored or recorded to ensure quality service. We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

## PAYMENT INSTRUCTIONS

- Please
  - don't send cash
  - don't staple the check to the payment coupon
  - don't include correspondence
  - include coupon with payment
- Write the account number on the check or money order.
- Make the check payable to  
**Bank of America, N.A.**  
Attn: Remittance Processing  
PO Box 15222  
Wilmington, DE 19886-5222

Account number **141326529** (7)  
Lorayne Kitchell  
23 Leland Street  
Browns Mills, NJ 08015

## SEE OTHER SIDE FOR IMPORTANT INFORMATION

Bank of America, N.A.  
PO BOX 15222  
WILMINGTON, DE 19886-5222



141326529700000093231000096012

⑆586990058⑆141326529⑈

10/01/2011 \$932.31

Please update e-mail information on the reverse side of this coupon.

Additional  
PrincipalAdditional  
Escrow

Check total

HOME LOAN DETAILS	Monthly payment breakdown as of 09/01/2011	Loan type and term
	Principal and/or interest payment \$556.23	Loan type Conv Jumbo ARM
	Escrow payment amount 376.08	Contractual remaining term 28 Years, 4 Months
	<b>Total monthly home loan payment \$932.31</b>	Interest rate 2.000%

**Escrow account expenses**

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (\*).

The payment of the items marked with an asterisk (\*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
City taxes	Pemberton Township Tax Collect	000400000000360000000000	Annual	07/01/2012	906.55
Homeowners insurance	Cumberland Mutual Fire Ins Co	HON650345506	Annual	08/16/2012	1,098.00
City taxes	Pemberton Township Tax Collect	000400000000360000000000	Annual	10/01/2011	906.55
City taxes	Pemberton Township Tax Collect	000400000000360000000000	Annual	01/01/2012	872.32
City taxes	Pemberton Township Tax Collect	000400000000360000000000	Annual	04/01/2012	872.31



When you receive your tax bill, please write your account number on your original bill and mail it immediately to Bank of America, N.A. to prevent interest and penalty charges from accruing. Please send your original bill to Bank of America, N.A., Attn: Tax Dept CA6-913-LB-01, P O Box 10211, Van Nuys, CA 91410-0211. Added or Omitted Assessments are mailed in October, please forward this bill if received immediately to the above address.

**Home loan activity since your last statement**

There was no activity on your account for the period covered in this statement.

For a detailed listing of home loan activity, please see **Payments, Advances, and Fee Summary**.

TO CONTACT US	CREDIT REPORTING NOTICE	
	We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.	
	<p><b>For up-to-the-minute information about the account,</b> use our 24-hour automated information system. To ask us about this statement or account information, call <b>1.800.669.6607</b>, Monday-Friday 7a.m. - 7p.m. Local Time. Calls may be monitored and/or recorded for service quality purposes. <i>Se habla español.</i> 1.800.295.0025. TDD 1.800.390.6407</p> <p><b>Please have the account number available when you call.</b></p> <p>Or write to us at: The address for general inquiries and all RESPA Qualified Written Requests is: Bank of America, N.A., Attn: Customer Service CA6-919-01-41, P O Box 5170, Simi Valley, CA 93062-5170</p>	<p>Tax Dept CA6-913-LB-01, P O Box 10211, Van Nuys, CA 91410-0211 Insurance Dept., P O Box 961291, Fort Worth, TX 76161-0291 Payments, Attn: Remittance Processing P O Box 15222, Wilmington, DE 19886-5222 *Overnight deliveries Retail Payment Services, DE5-023-03-04, Christiana III, 900 Samoset Drive, Newark, DE 19713-6002 Our website <a href="http://www.bankofamerica.com">www.bankofamerica.com</a> Your account information is available in Spanish on the site mentioned above. *The facility at this address does not accept walk-up payments, it accepts overnight mail only. Payments can be made by Phone, Online, Mail, or at Bank of America Banking Centers.</p>



Bank of America, N.A. Member FDIC. Equal Housing Lender. © 2011 Bank of America Corporation. Trademarks are the property of Bank of America Corporation. All rights reserved.

Account Number **141326529**

E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account

Lorayne Kitchell

E-mail address

E-mail address

**How we post your payment:** All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.  
**Postdated checks** will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.

## PAYMENTS, ADVANCES, and FEE SUMMARY

Account Activity for reporting period 08/02/2011 through 09/01/2011

FUNDS RECEIVED  
DETAILS

Date	Description	Amount
There was no activity on your account for the period covered in this statement.		

FEE  
ACTIVITY

Date	Description	Debit	Credit
There was no activity on your account for the period covered in this statement.			

Total Fees For This Period	\$0.00
----------------------------	--------

OUTSTANDING FEE  
SUMMARY

Outstanding Fee balances as of 09/01/2011

Description	Balance
There was no activity on your account for the period covered in this statement.	

Total Outstanding Fees Unpaid	\$0.00
-------------------------------	--------





## **Exhibit J**

Home Loans

0112160 01 AT 0.362 \*\*AUTO TB 0.3450 08015-1227  
MSR XW AG 0703-----0--2--B C0000077 IN 1 P12273

LORAYNE KITCHELL

23 Leland St  
Browns Mills NJ 08015-1227

FOR INFORMATION PURPOSES

FOR CUSTOMER SERVICE: 1.800.669.6607

## IMPORTANT NOTICE

This informational notice is being sent to the following borrowers at address set forth above in reference to the Chapter 13 Bankruptcy filing:  
LORAYNE KITCHELL

If you do not want us to send your monthly statements in the future, please contact us at 1.800.669.5224.

**If You Are Currently a Debtor in a Bankruptcy:**

This statement is being furnished for informational purposes only and should not be construed as an attempt to collect against you personally. While your obligation to Bank of America, N.A. may be discharged, by operation of law, Bank of America, N.A. has retained the ability to enforce its rights against the property securing this loan should there be a default.

If you are presently involved in a Chapter 11 or Chapter 13 proceeding, please be advised that you are required to obey all orders of the Court, including those confirming or modifying the terms of your repayment plan. You may disregard the payment information/coupon below to the extent it conflicts with any order or requirement of the Court.

This is not a statement of the amount necessary to pay off your loan.

**HOME LOAN SUMMARY****Home loan overview as of 10/03/2011**

Principal Balance	\$142,274.70
Escrow balance	-\$1,750.08

**Amount due on 11/01/2011 as of 10/03/2011**

Home loan payment due 11/01/2011	\$932.31
Partial payment balance	567.69
(see next page for account details)	

Calls may be monitored or recorded to ensure quality service. We may charge you a fee (of up to \$40.00) for any payment returned or rejected by your financial institution, subject to applicable law.

**PAYMENT INSTRUCTIONS**

- Please
  - don't send cash
  - don't staple the check to the payment coupon
  - don't include correspondence
  - include coupon with payment
- Write the account number on the check or money order.
- Make the check payable to  
**Bank of America, N.A.**  
Attn: Remittance Processing  
PO Box 15222  
Wilmington, DE 19886-5222

Account number **141326529**

(7)

Lorayne Kitchell  
23 Leland Street  
Browns Mills, NJ 08015**SEE OTHER SIDE FOR IMPORTANT INFORMATION**

3450

Bank of America, N.A.  
PO BOX 15222  
WILMINGTON, DE 19886-5222**11/01/2011****\$932.31**

Please update e-mail information on the reverse side of this coupon.

Additional  
PrincipalAdditional  
Escrow

Check total



141326529700000093231000096012

586990058 14 13 26 5 29

HOME LOAN DETAILS	Monthly payment breakdown as of 10/03/2011		Loan type and term	
	Principal and/or interest payment	\$556.23	Loan type	Conv Jumbo ARM
	Escrow payment amount	376.08	Contractual remaining term	28 Years, 4 Months
	<b>Total monthly home loan payment</b>	<b>\$932.31</b>	Interest rate	2.000%

**Escrow account expenses**

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (\*).

The payment of the items marked with an asterisk (\*) is the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
City taxes	Pemberton Township Tax Collect	0004000000036000000000	Annual	07/01/2012	906.55
Homeowners insurance	Cumberland Mutual Fire Ins Co	HON650345506	Annual	08/16/2012	1,098.00
City taxes	Pemberton Township Tax Collect	0004000000036000000000	Annual	10/01/2011	906.55
City taxes	Pemberton Township Tax Collect	0004000000036000000000	Annual	01/01/2012	872.32
City taxes	Pemberton Township Tax Collect	0004000000036000000000	Annual	04/01/2012	872.31

**Home loan activity since your last statement**

There was no activity on your account for the period covered in this statement.

For a detailed listing of home loan activity, please see **Payments, Advances, and Fee Summary**.

**TO  
CONTACT  
US**

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

**For up-to-the-minute information about the account,** use our 24-hour automated information system. To ask us about this statement or account information, call **1.800.669.6607**, Monday-Friday 7a.m. - 7p.m. Local Time. Calls may be monitored and/or recorded for service quality purposes. *Se habla español.* 1.800.295.0025. TDD 1.800.390.6407

**Please have the account number available when you call.**


Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is:  
Bank of America, N.A., Attn:

Customer Service CA6-919-01-41, PO Box 5170, Simi Valley, CA 93062-5170

**CREDIT REPORTING NOTICE**

Tax Dept CA6-913-LB-01, PO Box 10211, Van Nuys, CA 91410-0211  
Insurance Dept., PO Box 961291, Fort Worth, TX 76161-0291  
Payments, Attn: Remittance Processing PO Box 15222, Wilmington, DE 19886-5222  
\*Overnight deliveries Retail Payment Services, DE5-023-03-04, Christiana III, 900 Samoset Drive, Newark, DE 19713-6002  
Our website [www.bankofamerica.com](http://www.bankofamerica.com)  
Your account information is available in Spanish on the site mentioned above.  
\*The facility at this address does not accept walk-up payments, it accepts overnight mail only. Payments can be made by Phone, Online, Mail, or at Bank of America Banking Centers.

 Bank of America, N.A. Member FDIC. Equal Housing Lender. © 2011 Bank of America Corporation. Trademarks are the property of Bank of America Corporation. All rights reserved.

Account Number **141326529**

E-mail use: Providing your e-mail address(es) below will allow us to send you information on your account

Lorayne Kitchell

E-mail address

E-mail address

**How we post your payment:** All accepted payments of principal and interest will be applied to the longest outstanding installment due, unless otherwise expressly prohibited or limited by law. If you submit an amount in addition to your scheduled monthly amount, we will apply your payments as follows: (i) to outstanding monthly payments of principal and interest, (ii) escrow deficiencies, (iii) late charges and other amounts you owe in connection with your loan and (iv) to reduce the outstanding principal balance of your loan. Please specify if you want an additional amount applied to future payments, rather than principal reduction.

**Postdated checks** will be processed on the date received unless a loan counselor agrees to honor the date written on the check as a condition of a repayment plan. Payments by phone received by 6:00 PM Pacific Time on a business day will be effective the same day. Payments by phone received after 6:00 PM Pacific Time or on a nonbusiness day/holiday will be applied to your account no later than the next business day.

For all full month payment periods, interest is calculated on a monthly basis. Accordingly, interest for all full months, including February, is calculated as 30/360 of annual interest, irrespective of the actual number of days in the month. For partial months, interest is calculated daily on the basis of a 365 day year.



Home Loans

FOR INFORMATION PURPOSES**PAYMENTS, ADVANCES, and FEE SUMMARY**

Account Activity for reporting period 09/02/2011 through 10/03/2011

**FUNDS RECEIVED  
DETAILS**

Date	Description	Amount
------	-------------	--------

There was no activity on your account for the period covered in this statement.

**FEE  
ACTIVITY**

Date	Description	Debit	Credit
------	-------------	-------	--------

There was no activity on your account for the period covered in this statement.

Total Fees For This Period	\$0.00
----------------------------	--------

**OUTSTANDING FEE  
SUMMARY**

Outstanding Fee balances as of 10/03/2011

Description	Balance
-------------	---------

There was no activity on your account for the period covered in this statement.

Total Outstanding Fees Unpaid	\$0.00
-------------------------------	--------





## **Exhibit K**

Home Loans

Property address:  
23 Leland Street  
Browns Mills, NJ 080150028987 01 MB 0.387 \*\*AUTO T3 0 3554 08015-1227  
MSO XW AG 074-----0--2-9B C0000077 IN P29015

LORAYNE KITCHELL

23 Leland St  
Browns Mills NJ 08015-1227**IMPORTANT MESSAGE ABOUT YOUR LOAN**

Enclosed is an escrow analysis for your loan. The purpose of this notification is to advise you that the escrow portion of your payment is changing to \$383.19 effective February 01, 2012.

**WHAT THIS MEANS**

This notification is for informational purposes only. Your next statement will arrive shortly. It will provide a payment coupon and will include the new escrow payment amount of \$383.19.

**ADDITIONAL INFORMATION**

Principal Balance	\$142,274.70
Partial Payment Balance	\$567.69
Home loan payment due 12/01/2011	\$932.31

This informational notice is being sent to the following borrowers at address set forth above in reference to the Chapter 13 Bankruptcy filing: LORAYNE KITCHELL

**WHAT YOU NEED TO DO**

Please keep this notification for your records.

**THANK YOU FOR YOUR BUSINESS**

For additional information regarding your escrow analysis, or any other account details, call 1.800.669.5224, Monday-Friday 7a.m. - 7p.m. Local Time. The address for general inquiries and all RESPA Qualified Written Requests is: Bank of America, N.A., Attn: Customer Service CA6-919-01-41, PO Box 5170, Simi Valley, CA 93062-5170.





## Home Loans

Lorayne Kitchell

## ESCROW ACCOUNT REVIEW

ESCROW  
EXPLAINED

Part of your monthly loan payment goes into an account to pay for your property taxes and insurance premiums. During the year, payments are made out of this account when bills come due. This notice describes any changes needed in your monthly payment to maintain enough money in your escrow account to pay these bills. In our step-by-step analysis, we determine the data shown below to calculate your new escrow payment.

See below for:

- an in-depth explanation of each step of your escrow analysis
- side-by-side comparison of last year's projected and actual data

## SUMMARY

Base amount needed (see Step 1)	The expected monthly amount needed to pay your property taxes and insurance premiums	\$383.19
Shortage payment (see Step 2)	<b>The monthly amount you must pay into your escrow account to keep the balance from falling below zero during the year</b>	\$0.00
Reserve requirement (see Step 3)	The monthly amount allowed by federal law for unexpected tax and insurance increases and other costs	\$0.00
<b>New monthly escrow payment (see Step 4)</b>		<b>\$383.19</b>
<b>New monthly home loan payment effective 02/2012 (see Step 4)</b>		<b>\$939.42</b>

## HOW WE CALCULATE YOUR ESCROW PAYMENT

## STEP 1

## Determine base amount needed for the year

Escrow items	Amount needed	Frequency in months	Monthly amount needed
City taxes	\$906.55	12	\$75.55
Homeowners insurance	1,098.00	12	91.50
City taxes	849.15	12	70.76
City taxes	872.32	12	72.69
City taxes	872.31	12	72.69
<b>Total monthly base payment amount</b>			<b>\$383.19</b>

## STEP 2

## Determine lowest projected balance

In the chart located below, we project the amounts you will pay into your escrow account next year and the amounts we will pay out for your insurance and tax bills. Remember, these figures are only projections and may not reflect the actual payments made at the time they are due.

Month	Escrow deposit(s)	Tax payment(s)	Insurance payment(s)	MIP/PMI payment(s)	Balance
<b>Beginning balance</b>					<b>\$1,161.57</b>
January 2012		872.32			289.25
February 2012	383.19				672.44
March 2012	383.19				1,055.63
April 2012	383.19	872.31			566.51
May 2012	383.19				949.70
June 2012	383.19				1,332.89
July 2012	383.19	906.55			809.53
August 2012	383.19		1,098.00		94.72
September 2012	383.19				477.91
October 2012	383.19	849.15			11.95*
November 2012	383.19				395.14
December 2012	383.19				778.33
January 2013	383.19	872.32			289.20
<b>Ending balance</b>					<b>\$289.20</b>
<b>Lowest projected balance</b>					<b>\$11.95</b>
<b>Shortage payment amount</b>					<b>\$0.00</b>

\* Lowest projected balance (LPB)

Your Lowest Projected Balance (LPB) reflects a balance above zero. In the next step, we will compare this amount to your escrow reserve requirement to determine if there is an overage.

## STEP 3

## Determine reserve requirement

Federal law allows for the collection of a reserve amount to maintain a cushion for unexpected tax and/or insurance increases and other costs. The reserve used for this period is shown below.

Lowest projected balance (see step 2 above)	\$11.95
Total reserve requirement (00.0% of the base amount) *	.00
Additional amounts required	.00
<b>Monthly reserve requirement (\$0.00 divided by 15)</b>	<b>\$0.00</b>
<b>Available overage</b>	<b>\$11.95</b>

\* Base amount equals the total of payments anticipated to be paid out of the escrow account during the year but excludes PMI/MIP amounts.

Our records reflect that your Lowest Projected Balance (LPB) exceeds the reserve requirement amount. As a result, it is anticipated that you will have an overage of funds. Provided that your loan payments are current and there are no unexpected changes, we will forward an escrow overage check on 12/03/11 which you should receive within 10 days after mailing. Please note that we are unable to forward overage checks if your loan is undergoing a loan assumption. Any available overage of less than \$50.00 will be credited to your escrow account and can possibly lower your monthly escrow payment.



## STEP 4

## Determine monthly payments

## Calculation of monthly escrow payment

Base amount needed for taxes and/or insurance (see Step 1)	\$383.19
Shortage payment (see Step 2)	.00
Reserve requirement (see Step 3)	.00
<b>Total monthly escrow payment</b>	<b>\$383.19</b>

## Calculation of monthly home loan payment

Principal and/or interest	\$556.23
Total monthly escrow payment	383.19
<b>Total monthly home loan payment effective 02/2012</b>	<b>\$939.42</b>

LAST YEAR  
IN REVIEW

## Current analysis compared to previous

## Monthly amount

Amount needed for taxes and insurance	Last analysis	This analysis
City taxes	\$80.90	\$75.55
Homeowners insurance	62.83	91.50
City taxes	80.90	70.76
City taxes	73.55	72.69
City taxes	73.55	72.69
Total base escrow payment	\$371.73	\$383.19
Shortage payment	4.35	.00
Reserve requirement	.00	.00
Rounding amount	.00	.00
<b>Monthly escrow payment</b>	<b>\$376.08</b>	<b>\$383.19</b>
Principal and/or interest	\$556.23	\$556.23
Monthly escrow payment	376.08	383.19
<b>Total payment amount</b>	<b>\$932.31</b>	<b>\$939.42</b>

## Summary of escrow change

As shown, your base escrow amount increased. Your reserve percentage remained unchanged. Your reserve payment remained unchanged. The result of these issues caused your total escrow payment to increase. Additionally, you were left with a overage.

A side-by-side comparison of last year's projected escrow account activity and actual activity can be found below.

## Last year's escrow payments

## Projected

Date	Activity	Paid in	Paid out	Balance
	<b>Beginning balance</b>			<b>\$840.18</b>
10/02/2010	City taxes		970.75	-130.57*
11/01/2010	Nov Payment	376.08		245.51
12/01/2010	Dec Payment	376.08		621.59
01/01/2011	Jan Payment	376.08		997.67
01/02/2011	City taxes		882.64	115.03
02/01/2011	Feb Payment	376.08		491.11
03/01/2011	Mar Payment	376.08		867.19
04/01/2011	Apr Payment	376.08		1,243.27
04/02/2011	City taxes		882.63	360.64
05/01/2011	May Payment	376.08		736.72
06/01/2011	Jun Payment	376.08		1,112.80
07/01/2011	Jul Payment	376.08		1,488.88
07/02/2011	City taxes		970.75	518.13
08/01/2011	Aug Payment	376.08		894.21
08/02/2011	Homeowners insurance		754.00	140.21
09/01/2011	Sep Payment	376.08		516.29
10/01/2011	Oct Payment	376.08		892.37
10/02/2011	City taxes		970.75	-78.38
	<b>Ending balance</b>			<b>-\$78.38</b>

\* Lowest projected balance

## Actual

Date	Activity	Paid in	Paid out	Balance
	<b>Beginning balance</b>			<b>\$463.02</b>
11/03/2010	Misc posting	8.69		471.71
11/05/2010	Dec Payment	376.08		847.79
11/26/2010	Misc posting	8.69		856.48
12/08/2010	Jan Payment	376.08		1,232.56
12/15/2010	Misc posting	6.69		1,239.25
01/18/2011	City tax pmt		872.32	366.93
01/25/2011	Feb Payment	376.08		743.01
01/27/2011	Misc posting	7.69		750.70
04/15/2011	City tax pmt		872.31	-121.61
06/21/2011	Mar Payment	376.08		254.47
07/11/2011	City tax pmt		906.55	-652.08
07/20/2011	Homeowners ins pmt		1,098.00	-1,750.08
10/17/2011	City tax pmt		849.15	-2,599.23*
	<b>Ending balance</b>			<b>-\$2,599.23</b>